UNITED STATES OF AMERICA BEFORE THE NATIONAL LABOR RELATIONS BOARD REGION 32

KEOLIS TRANSIT AMERICA, INC.

and	Cases 32-CA-269963
	32-CA-270216
INTERNATIONAL BROTHERHOOD	32-CA-270979
OF TEAMSTERS LOCAL 533	32-CA-270981
	32-CA-270989
	32-CA-271004
	32-CA-271942
	32-CA-272191
	32-CA-272703
	32-CA-272990
	32-CA-274157
	32-CA-274237
	32-CA-274667
	32-CA-275143
	32-CA-275353
	32-CA-276551
	32-CA-276615

AMENDMENT TO ORDER FURTHER CONSOLIDATING CASES, SECOND AMENDED CONSOLIDATED COMPLAINT AND NOTICE OF HEARING

Pursuant to Section 102.17 of the Rules and Regulations of the National Labor Relations Board (the Board), the Order Further Consolidating Cases, Second Amended Consolidated Complaint and Notice of Hearing that issued in this matter on July 20, 2021 is amended by replacing existing subparagraph 26 with the following:

26.

(a) By the conduct described above in paragraphs 10(b) and 10(e), Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees within the meaning of Section 8(d) of the Act in violation of Section 8(a)(1) and (5) of the Act.

(b) By the conduct described above in paragraphs 11(b), 11(d), 11(f), 11(g), 12(c), 12(d), 13(b), 13(e), 13(f), 14(c), 14(f), 14(h), 14(i), 15(g), 15(h), 16(c), 16(d), 17(a), 17(b), 17(c), 17(e), 18(d), 18(e), 19(c), 19(d), 20(e), 20(f), and 23(d), Respondent has been failing and refusing to bargain collectively and in good faith with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

In all other aspects, the Order Further Consolidating Cases, Second Amended Consolidated Complaint and Notice of Hearing remains unchanged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the Amendment to the Order Further Consolidating Cases, Second Amended Consolidated Complaint and Notice of Hearing (the Amendment). The answer must be received by this office on or before September 7, 2021. Respondent must serve a copy of the answer on each of the other parties. The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be

the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Amendment are true.

DATED AT Oakland, California this 23rd day of August 2021.

Valerie Hardy-Mahoney

Regional Director

National Labor Relations Board

Region 32

1301 Clay Street, Suite 300N Oakland, CA 94612-5224

Attachments

UNITED STATES GOVERNMENT NATIONAL LABOR RELATIONS BOARD

NOTICE

Cases 32-CA-269963 32-CA-270216 32-CA-270979 32-CA-270981 32-CA-270989 32-CA-271004 32-CA-271942 32-CA-272191 32-CA-272703 32-CA-272990 32-CA-274157 32-CA-274237 32-CA-274667 32-CA-275143 32-CA-275353 32-CA-276551 32-CA-276615

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end. An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing.

However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds thereafter must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request;

and

(5) Copies must be simultaneously served on all other parties (*listed below*), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Omar Oliveros, Project Manager Keolis Transit America 2050 Villanova Drive Reno, NV 89502

Erik Hult, Esq. Littler Mendelson P.C. 41 South High Street, Suite 3250 Columbus, OH 43215

Gary Watson, President Teamsters Local 533 1190 Selmi Dr., Suite 100 Reno, NV 89512

Matthew J. Gauger, Esq. Weinberg, Roger & Rosenfeld 431 I Street, Suite 202 Sacramento, CA 95814 Amy Moor Gaylord, Esq. Akerman LLP 71 S Wacker Drive, 47th Floor Chicago, IL 60606

Arturo Ross, Esq. Fox Rothschild One Biscayne Tower, 2 South Biscayne Blvd. Suite 2750 Miami, FL 33131

Tiffany L. Crain, Esq. Weinberg Roger & Rosenfeld 431 I Street, Suite 202 Sacramento, CA 95814

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative**. If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlrb.gov/sites/default/files/attachments/basic-page/node-1717/rules and regs part 102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlrb.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- Special Needs: If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- Pre-hearing Conference: One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- <u>Witnesses and Evidence</u>: At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- Exhibits: Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered

in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- Transcripts: An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- <u>Oral Argument</u>: You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- <u>Date for Filing Post-Hearing Brief</u>: Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- Extension of Time for Filing Brief with the ALJ: If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- <u>ALJ's Decision:</u> In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- Exceptions to the ALJ's Decision: The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

UNITED STATES GOVERNMENT NATIONAL LABOR RELATIONS BOARD SETTLEMENT AGREEMENT

IN THE MATTER OF Keolis Transit America

Cases 32-CA-269963 32-CA-270216 32-CA-270979 32-CA-270981 32-CA-270989 32-CA-271004 32-CA-271942 32-CA-272191 32-CA-272703 32-CA-272990 32-CA-274157 32-CA-274237 32-CA-274667 32-CA-275143 32-CA-275353 32-CA-276551 32-CA-276615

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS**:

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English and in additional languages if the Regional Director decides that it is appropriate to do so. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in all locations where notices to employees are customarily posted, including: across from the dispatch office and in the maintenance facility at 2050 Villanova Drive, Reno, Nevada 89502; in the old breakroom at the 4th Street Station facility at 200 E. 4th Street, Reno, NV 89501; and, the employee breakroom at the Centennial Plaza facility at 1421 Victorian Ave, Sparks, NV 89431. If the Employer's place of business is currently closed and a substantial number of employees are not reporting to the facility due to the Coronavirus pandemic or is operating with less than a substantial complement of employees, the 60 consecutive day period for posting will begin when the Employer's place of business reopens and a substantial complement of employees have returned to work. For purposes of this notice posting, a substantial complement of employees is at least 50% of the total number of employees employed by the Employer prior to closing its business due to the Coronavirus pandemic. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

E-MAILING NOTICE - The Charged Party will email a copy of the signed Notice in English, and in additional languages if the Regional Director decides that it is appropriate, to all bargaining unit employees working in the unit described in the Notice attached hereto, and to all former bargaining unit employees who were employed at any time since December 9, 2020. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by the Regional Director of Region 32 of the National Labor Relations Board in Cases 32-CA-269963, 32-CA-270216, 32-CA-270979, 32-CA-270981, 32-CA-270989, 32-CA-271004, 32-CA-271942, 32-CA-272191, 32-CA-272703, 32-CA-272990, 32-CA-274157, 32-CA-274237, 32-CA-274667, 32-CA-275143,32-CA-275353, 32-CA-276551, and 32-CA-276615." If the Employer's place of business is currently closed

due to the Coronavirus pandemic, the Employer will email the copy of the Notice to its employees when the Employer's place of business reopens. To document its compliance with this requirement, the Charged Party will e-file a copy of its distribution e-mail, with all of the recipients' e-mail addresses visible, along with a copy of the attached Notice and a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlrb.gov.

INTRANET POSTING - The Charged Party will also post a copy of the Notice in English and in additional languages if the Regional Director decides that it is appropriate to do so, on its intranet platform "MyTalent," and/or any other intranet site that it uses to communicate with employees, and keep it continuously posted there for 60 consecutive days from the date it was originally posted. If the Employer's place of business is currently closed and a substantial number of employees are not reporting to the facility due to the Coronavirus pandemic or is operating with less than a substantial complement of employees, the 60 consecutive day period for keeping the Notice posted on its intranet will begin when the Employer's place of business reopens and a substantial complement of employees have returned to work. For purposes of this notice posting, a substantial complement of employees is at least 50% of the total number of employees employed by the Employer prior to closing its business due to the Coronavirus pandemic. To document its compliance with this requirement, the Charged Party will submit a screen shot of the intranet or website posting, along with a fully completed Certification of Posting form, via the Agency's e-filing portal at www.nlrb.gov. Should further investigation or verification of the intranet or website posting become necessary, the Charged Party will provide appropriate intranet or website access to the Compliance Assistant or Compliance Officer assigned to the case.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case(s), including all allegations covered by the attached Notice to Employees made part of this agreement, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation

and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence. By approving this Agreement the Regional Director withdraws any Complaint(s) and Notice(s) of Hearing previously issued in the above case(s), and the Charged Party withdraws any answer(s) filed in response.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the settlement agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO

CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes No <u>BF</u>	
Initials	Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of

notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the Second Amended Consolidated Complaint (Complaint) previously issued on July 20, 2021 in the instant case(s). Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the Complaint. The Charged Party understands and agrees that the allegations of the aforementioned Complaint will be deemed admitted and its Answer to such Complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the ChargedParty on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of AppealsJudgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case(s) provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party		Charging Party	
Keolis Transit America		Teamsters Local 533	
By: Name and Title	Date	By: Name and Title	Date
/s/ Brendan Fitzgerald	01/14/22	/s/ Gary Watson	01/18/22
Print Name and Title below		Print Name and Title below	
Brendan Fitzgerald Counsel for Charged Party		Gary Watson President – Teamsters Local 533	
Recommended By:	Date	Approved By:	Date
/s/ Amy Berbower	01/20/21	/s/ Valerie Hardy-Mahoney	
AMY BERBOWER		1-20-22 VALERIE HARDY-MAHONEY	
Field Attorney		Regional Director, Region 32	

(To be printed and posted on official Board notice form)

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT interfere with, restrain, or coerce you in the exercise of the above rights.

WE WILL NOT fail and refuse to bargain with the Teamsters Local 533 (Union), the employees' representative in dealing with us regarding wages, hours, and other working conditions of the employees in the following Unit:

All employees covered by our most recent collective-bargaining agreement with the Union dated July 1, 2017 through June 30, 2021.

WE WILL NOT make modifications to the agreed upon contractual provision providing the Union with access to the locations where you work for the purpose of investigating or adjusting an actual grievance, or visiting the members in order to ensure the terms of the collective-bargaining agreement; and, WE WILL NOT make changes to our past practice related to the Union's ability to access the locations where you work under the contractual provision providing the Union with access rights without first notifying and bargaining with the Union to agreement.

WE WILL NOT engage in surveillance, or threaten to surveil, the Union's activities when they are visiting with you at the locations where you work under the contractual access provision described above.

YOU HAVE THE RIGHT to freely bring safety issues and complaints to us on behalf of yourself and other employees and WE WILL NOT do anything to interfere with your exercise of that right.

WE WILL NOT make untruthful statements that disparages the Union's role in representing employees regarding health and safety issues related to the Covid-19 pandemic including blaming the Union and its members for spreading misinformation about positive tests among employees.

WE WILL NOT make statements that denigrate the Union and/or imply that negotiations for a successor contract would be futile.

WE WILL NOT impliedly threaten an employee with unspecified reprisals because the employee sought the Union's assistance regarding reimbursement of wages for work-related court appearances.

WE WILL NOT discipline employees because they engaged in protected concerted and/or Union activities during meetings with managers and/or supervisors.

WE WILL NOT discipline employees for violations of our health and safety policies related to COVID-19 that were not communicated to all employees before issuing discipline.

WE WILL NOT deny employees' requests for a Union steward when they reasonably think they will be questioned and disciplined, and **WE WILL** let you have a steward present when you reasonably think you may be questioned and disciplined.

WE WILL NOT discipline you because you exercise your right to bring issues and complaints to us on behalf of yourself and other employees.

WE WILL NOT refuse to provide or unreasonably delay in providing the Union with information that is relevantand necessary to its role as your bargaining representative.

WE WILL NOT refuse to meet and bargain in good faith with your Union about any proposed changes in wages, hours, and working conditions, including health and safety policies related to COVID-19, before putting such changes into effect.

WE WILL NOT make changes in wages, hours, and working conditions, including health and safety policies related to COVID-19, without reaching an agreement with the Union or bargained to a good faith impasse.

WE WILL NOT repudiate our obligations under the collective bargaining agreement by failing to respond to the Union's request to arbitrate grievances or by failing to consider remote arbitration by video conferencing and unreasonably insist on in-person arbitration notwithstanding the COVID-19 pandemic.

WE WILL restore the Union's ability to access the locations where you work for the purpose of investigating or adjusting an actual grievance, or visiting the members in order to ensure the terms of the collective-bargaining agreement as set forth in the agreed-upon contractual provision and in accordance with our past practice related to granting such access and by rescinding any additional requirements the company had imposed without first bargaining with the Union to agreement.

WE HAVE rescinded the disciplines issued to employee that these disciplines we issued will not be used against in any way.

WE WILL, if requested by the Union, rescind any or all changes to your terms and conditions of employment that we made relating to health and safety policies related to COVID-19 without bargaining with the Union.

WE WILL provide the Union with the two items of OSHA related information it requested on January 5, 2021.

WE WILL provide the Union with the five items of Covid-19 related information it requested on January 5, 2021.

WE WILL provide the Union with the seven items of Covid-19 related health and safety information it requested on February 2, 2021.

WE WILL provide the Union with the Transit Master information it requested on February 11, 2021.

WE WILL provide the Union with the seven items of Covid-19 related health and safety information it requested on December 4, 2020.

WE WILL provide the Union with the workers' compensation payment information (related to Grievance No. 19150) it requested on January 20, 2021.

WE WILL provide the Union with the three items of passenger capacity and social distancing policies and trainings information that the Union requested on February 19, 2021.

WE WILL provide the Union with four items of information it requested on March 5, 2021, regarding the use of temporary employees and/or subcontracted employees.

WE WILL provide the Union with information related to the status of an employee's return to work, as ordered by an Arbitrator on February 26, 2021, that the Union requested on March 8, 2021.

WE WILL not unreasonably delay in responding to the Union's requests to arbitrate grievances, WE WILL bargain with the Union in good faith regarding the scheduling of arbitration hearings, WE WILL schedule tentative dates for arbitrations in the outstanding grievances listed at page 19 of the Second Amended Consolidated Complaint issued in this matter on July 20, 2021, and WE WILL file a monthly report with the Regional Director of the Region 32 summarizing the status of those grievances and providing an updated list of the scheduled arbitrations hearings for those grievances.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

	Keolis Transit America			
	(Employer)	(Employer)		
Dated:	By:			
	(Representative) (Title)			

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at https://www.federalrelay.us/tty (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

Telephone: (510)637-3300

Hours of Operation: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the Centralized Compliance Unit at complianceunit@nlrb.gov.